

**SIDLEY & AUSTIN**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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WASHINGTON, D.C. 20006  
TELEPHONE 202: 429-4000  
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SINGAPORE 0106  
65: 224-5000 FAX: 65-224-0530

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HASHIDATE LAW OFFICE  
IMPERIAL TOWER, 7TH FLOOR  
1-1, UCHISAIWAICHO 1-CHOME  
CHIYODA-KU, TOKYO 100 JAPAN  
03-504-3800 FAX: 03-504-1009

December 1, 1989

RECORDATION CO.

16303-B

DEC 1 1989 -11 30 AM

INTERSTATE COMMERCE COMMISSION

BY HAND

Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed are an original and one copy of a document, described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code. The document to be recorded is:

Supplement No. 3 to the Loan and Security Agreement, a secondary document, dated as of December 1, 1989; the primary document to which this is connected is recorded under Recordation No. 16303-B, and dated as of April 17, 1989. We believe that Supplement No. 3 should be assigned Recordation No. 16303-G.

The names and addresses of the parties to the document are as follows:

Lessor: Meridian Trust Company  
35 North 6th Street  
Reading, Pennsylvania 19601

Lender: The Prudential Insurance Company  
of America  
c/o Prudential Capital Corporation  
2930 Norwest Center  
90 South Seventh Street  
Minneapolis, Minnesota 55402-3901

*C. Overly*

Noreta R. McGee  
December 1, 1989  
Page 2

A description of the equipment covered by this document follows:

2 General Motors EMD 3800 H.P. Model SD-60M  
Diesel Electric Locomotives bearing  
manufacturers numbers 886055-1 through  
886055-2, inclusive, and Soo Line road  
numbers 6058 through 6059, inclusive.

A fee of \$45.00 is enclosed to cover this recordation and two related recordations. Please stamp and return to the messenger any documents not needed by the Commission for recordation, along with a stamped copy of this letter.

A short summary of the document, to appear in the Commission's index, follows:

Supplement No. 3 to the Lease of Railroad Equipment:

Supplement No. 3 to the Lease of Railroad Equipment between Meridian Trust Company, 35 North 6th Street, Reading, Pennsylvania 19601, Lessor, and Soo Line Railroad Company, Soo Line Building, 105 South Fifth Street, Box 530, Minneapolis, Minnesota 55440, Lessee, dated as of December 1, 1989, and covering 2 General Motors EMD 3800 H.P. Model SD-60M Diesel Electric Locomotives bearing manufacturers numbers 886055-1 through 886055-2, inclusive, and Soo Line road numbers 6058 through 6059, inclusive.

Sincerely,

*Brian L. Rubin*

Brian L. Rubin

Enclosures

RECORDED ON 16303 H  
DEC 1 1989 -11 30 AM  
INTERSTATE COMMERCE COMMISSION

SUPPLEMENT NO. 3 TO LOAN AND SECURITY AGREEMENT

This Supplement No. 3 is dated as of December 1, 1989 and is entered into by Meridian Trust Company, not in its individual capacity but solely as trustee under that certain Trust Agreement dated as of April 14, 1989 (the "Trust Agreement") between Whirlpool Financial Corporation, a Delaware corporation, and said trustee (the "Owner Trustee"), and The Prudential Insurance Company of America, a New Jersey corporation (the "Lender").

A. The Owner Trustee and the Lender have entered into a Loan and Security Agreement dated as of April 14, 1989 (as from time to time supplemented, the "Agreement").

B. Unless otherwise defined herein, the capitalized terms used herein are used with the respective meanings specified in the Agreement.

C. The Agreement contemplates the execution and delivery from time to time of Loan and Security Agreement Supplements substantially in the form hereof.

NOW, THEREFORE, TO SECURE THE PAYMENT of the principal of and interest on the Notes according to their tenor and effect and to secure the payment and performance of all other indebtedness which the Agreement by its terms secures and the performance and observance of all covenants, obligations and conditions contained in the Notes, the Agreement and the Participation Agreement, the Owner Trustee does hereby grant, bargain, sell, transfer, convey, warrant, mortgage, assign, pledge, hypothecate and grant a continuing security interest unto the Lender, its successors and assigns, in and to all and singular of the Owner Trustee's properties, rights, interests and privileges and the proceeds thereof (whether now owned or hereafter acquired) as more fully described in the Agreement, except any Excepted Rights in Collateral, including, without limitation, the following:

(a) each of the Locomotives described in Schedule 1 annexed hereto;

(b) all additional or substitute Locomotives which hereafter may be subjected to the lien and security of the Agreement by operation thereof;

(c) all income, revenues, issues, profits and proceeds arising from or in connection with any of the foregoing; and

(d) each Lease Supplement relating to such Locomotives and all amounts payable thereunder.

TO HAVE AND TO HOLD THE above-described Collateral unto the Lender, its successors and assigns, forever, upon the terms herein and in the Agreement set forth, for the benefit of the Lender, its successors and assigns.

This Supplement shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, as hereby supplemented, shall remain in full force and effect.

This Supplement may be executed in any number of counterparts (or upon separate signature pages bound together into one or more counterparts), each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

[Seal]

MERIDIAN TRUST COMPANY,  
not individually but solely  
in its capacity as Owner  
Trustee under the Trust  
Agreement

By Kathleen A. Kelso  
Name: KATHLEEN A. KELSO  
Title: ACCOUNT OFFICER

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

0043c(1)

(d) each Lease Supplement relating to such Locomotives and all amounts payable thereunder.

TO HAVE AND TO HOLD THE above-described Collateral unto the Lender, its successors and assigns, forever, upon the terms herein and in the Agreement set forth, for the benefit of the Lender, its successors and assigns.

This Supplement shall be construed in connection with and as a part of the Agreement, and all terms, conditions and covenants contained in the Agreement, as hereby supplemented, shall remain in full force and effect.

This Supplement may be executed in any number of counterparts (or upon separate signature pages bound together into one or more counterparts), each of which shall constitute an original but which, when taken together, shall constitute but one instrument.

[Seal]

MERIDIAN TRUST COMPANY,  
not individually but solely  
in its capacity as Owner  
Trustee under the Trust  
Agreement

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

By Bruce A. Poulsen  
Name: Bruce A. Poulsen  
Title: Vice President and Counsel, NCHO

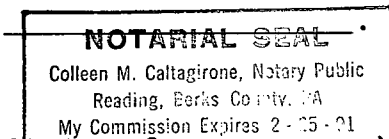
0043c(1)

State of Pennsylvania  
County of Berks ) ss.

On this 27th day of November 1989, before me personally appeared KATHLEEN A. KELSO, to me personally known, who, being by me duly sworn, did say that (s)he is an ACCOUNT OFFICER of Meridian Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Colleen M. Callagione  
Notary Public

My Commission Expires:



State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he is a \_\_\_\_\_ of The Prudential Insurance Company of America, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_.

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1989, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that (s)he is a \_\_\_\_\_ of Meridian Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_.

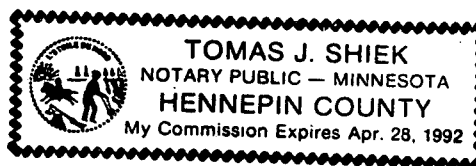
State of Minnesota )  
 ) ss.  
County of Hennepin )

On this 28th day of November, 1989, before me personally appeared Bruce A. Poulsen, to me personally known, who, being by me duly sworn, did say that (\$)he is a Vice President and Counsel, NCHO of The Prudential Insurance Company of America, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Thomas J. Shiek  
Notary Public

My Commission Expires:

4-28-92.



# SCHEDULE 1

## Description of Locomotives

<u>Description</u>	<u>Manufacturer</u>	<u>Manuf. Serial No.</u>	<u>Lessee's Road No.</u>	<u>Purchase Price</u>
3800 H.P. Model SD-60M Diesel Electric Locomotive	Electro-Motive Division General Motors Corporation	886 055-1	6058	\$1,409,350
"	"	886 055-2	6059	\$1,409,350